

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11 Case.
)	
HVI CAT CANYON, INC.,)	Case No. 19-12417 (MEW)
)	
Debtor.)	
)	

**ORDER PERMITTING CERTAIN CONSENSUAL
AMENDMENTS TO THE CASH COLLATERAL BUDGET**

This Order Permitting Certain Consensual Amendments to the Cash Collateral Budget is entered with respect of the following facts:

Whereas, on August 14, 2019 this Court entered its INTERIM ORDER GRANTING DEBTOR’S MOTION PURSUANT TO 11 U.S.C. §§ 105, 361, 362 AND 363 APPROVING USE OF CASH COLLATERAL, PROVIDING ADEQUATE PROTECTION AND SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001 (Docket #43) (the “Cash Collateral Order”). All terms defined in the Cash Collateral Order are used herein as defined therein.

Whereas, the Cash Collateral Order authorized use of Cash Collateral pending a hearing on the Debtor’s motion to use cash collateral scheduled for hearing on September 5 and 6. While the Cash Collateral Order contemplated use of cash collateral until such dates, it did not expressly contemplate the possibility of amending the time or Cash Collateral Budget governing such usage.

Whereas, on August 27 at regularly scheduled hearing, the Court announced its intention to transfer venue of this case to the Northern District of Texas (the “Transferee Court”). Whereas, after announcement of such intention, counsel for Secured Lender UBS raised in open

court concern that delays attendant to transfer of this case might motivate the parties to agree to amendment of the Cash Collateral Budget to permit orderly transfer to the Transferee Court.

GOOD CAUSE APPEARING THEREFOR, APPROPRIATE NOTICE IN OPEN COURT HAVING BEEN PROVIDED UNDER THE CIRCUMSTANCES, AND IT APPEARING IN THE BEST INTERESTS OF THE ESTATE AND ALL CONSTITUENTS, IT IS HEREBY ORDERED:

1. The Debtor and Secured Lender UBS may, but are not required to, by written agreement amend the Cash Collateral Budget to extend the date through which Cash Collateral may be used and to increase the amount of Cash Collateral that may be used thereunder; *provided, however*, that any amendment to the Cash Collateral Budget made pursuant to the authority set forth in this Order shall be subject to the following conditions and limitations:

(a) any such amendment shall require the consent of the Official Committee of Unsecured Creditors;

(b) any such amendment shall not alter the nature and types of payments that were authorized under this Court's prior orders; and

(c) any such amendment shall not extend the time period covered by the Cash Collateral Budget by more than two weeks.

The foregoing conditions and limitations are intended to apply only to consensual changes to the Cash Collateral Budget that are made pursuant to the authority of this Order. They are without prejudice to any relief that any party may seek in the Transferee Court, or to any party's objections to such relief, or to any further Order that may be issued by the Transferee Court.

2. Upon entry of a written amendment in compliance with the foregoing, the new agreed budget shall constitute the Cash Collateral Budget for all purposes under the Cash Collateral Order.

3. Promptly following entry of any such amended Cash Collateral Budget, the Debtor shall promptly file notice of such in the Court in which this case then pends, shall provide notice of such entry to all parties entitled to notice, including the United States Trustee in this District and for the district of the Transferee Court, the Creditors Committee appointed in this case and Secured Lender UBS.

4. Upon transfer of this case to the Transferee Court, the Debtor shall promptly inform the Transferee Court and the United States Trustee for such district of the Cash Collateral Order and of this Order.

5. This Order is expressly subject to the authority of the Transferee Court to terminate, or prospectively alter or expand the terms and usage of Cash Collateral authorized by the Cash Collateral Order and this Order.

6. Except as expressly set forth herein, nothing in the Order shall alter the Cash Collateral Order, including but not limited to the briefing schedule set forth therein, unless and until the Cash Collateral Order is modified by the Transferee Court.

Dated: New York, New York
August 28, 2019

s/Michael E. Wiles
HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE